an extra-hazardous occupation, with proviso that it might be continued in force as to other risks, so as to constitute special membership, upon written waiver of liability of the order by the member because of such increased hazard, *held,* that by receiving and keeping assessments after notice of the increased risk, the defendant allowed the certificate as originally issued to remain in force. *Johnson* v. *Modern Brotherhood of America* (1909), — Minn. —, 123 N. W. 819.

It is evident that this decision amounts to a holding that the defendant waived the occupation of the deceased. It is consistent with the facts to hold that it merely waived the method of becoming a special member. Such is apparently the idea of LEWIS, J., in a dissenting opinion. The cases cited in the majority opinion on this point, with the exception of *Modern Woodmen of America* v. *Colman,* 68 Neb. 660, might be distinguished on the ground that in those cases there was only one condition that could have been waived, and not two, either of which might have been waived, as in the principal case. In the Nebraska case, the facts of which are similar to those of the principal case, it is said that it can not be presumed that the company intended to keep the money (assessments) without consideration. But there was consideration, namely, the continuance of special membership. *Abell* v. *Modern Woodmen of America,* 96 Minn. 494. It is difficult to see the distinction in principle between the Abell case and the principal case. In the former no special act of the insured was required to bring about special membership, but it resulted as a matter of course, and the company was liable only to a limited extent. In the principal case an act of the member was required before *special membership* should exist. Yet the court holds that the occupation was waived and not the method of acquiring special membership, and that the defendant is liable to the full extent. But after all the policy of the courts to give the insured the benefit of the doubt must be remembered. 1 COOLEY'S BRIEFS ON THE LAW OF INSURANCE, p. 633, and cases there cited. The mutual benefit certificate is subject to the same rules in this regard as other contracts of insurance. *Wiggin* v. *Knights of Pythias,* (C. C.) 31 Fed. 122; *Holland* v. *Taylor,* 111 Ind. 121. Forfeitures are not favored in the law, and the waiver as applied in the principal case would avoid forfeiture. Again where a stipulation such as the one in question is inserted for the benefit of the insurer, the word "void" is to be construed to mean "voidable" and if the insurer does not elect to avoid it, the contract will remain in force. The party in default can not defeat it. *Turner* v. *Meridan Fire Ins. Co.,* (C. C.) 16 Fed. 454; *Baer* v. *Phoenix Ins. Co.,* 4 Bush 242; *Viele* v. *Germania Ins. Co.,* 26 Iowa 1.

LIMITATION OF ACTIONS—ABSENCE FROM STATE—WHEN STATUTE WILL NOT RUN AGAINST CAUSE OF ACTION.—Defendant at different times, while temporarily in the state executed two promissory notes, one in favor of plaintiff, payable on or before February 15, 1892; the other in favor of a third party, payable May 1, 1893, and which later was assigned to the plaintiff. Defendant, except for occasional visits, not exceeding one year, remained out of the state from February 1893, to January 1907. In this action (brought in January 1907) to recover the amount of the notes, it is *held,* (KING, J., dissenting),

that under B. & C. Code § 16 the statute of limitations did not run against the cause of action while defendant was out of the state and plaintiff could recover on the notes. *Jamieson* v. *Potts* (1909), —Ore. —, 105 Pac. 93.

The majority of the court in construing the statute, which controlled the question decided, arrived at their decision by drawing a very close distinction between the principal case and *McCormick* v. *Blanchard,* 7 Ore. 232, which was followed by *Crane* v. *Jones,* 24 Ore. 419, 33 Pac. 869, and *Van Santvoord* v. *Roethler,* 35 Ore. 250, 57 Pac. 628, 76 Am. St. Rep, 472. The dissenting judge held that the case under discussion was controlled by the former three decisions; and also cited *Buchner* v. *C. M. & N. W. Ry. Co.,* 60 Wis. 264; *Brown* v. *C. & N. W. Ry. Co.,* 102 Wis. 137; *Kirby v. Boyette,* 118 N. C. 244, as in point. These cases, however, upon examination will be found not in accord with the facts of the principal case. The fact of personal presence in, or absence from the state controls the question of limitation. *Hoggett* v. *Emerson,* 8 Kan. 262; *Investment Securities Co.,* v. *Bergthold,* 60 Kan. 813. When the action accrues absence from the state will prevent the statute running as long as the party remains out of the state. *Adkins* v. *Loucks,* 107 Wis. 587, 83 N. W. 934, and to the same effect *Hacker* v. *Everett,* 57 Me. 548; *Bennett* v. *Cook,* 43 N. Y. 537; *Powers Mercantile Co.,* v. *Blethen,* 91 Minn. 339, 97 N. W. 1056; *Janeway et al.* v. *Burton,* 201 Ill. 78. The decision of the majority is sustained by reason and authority, and is in accord with the express provision of the statute.

MUNICIPAL CORPORATIONS—BUILDING REGULATIONS—REPAIR OF BUILDINGS. —Under authority of a section of the code which delegated to town councils the power by ordinance to establish fire limits, to provide for building permits, and to prescribe the kind of material to be used in erecting and repairing buildings, a town council passed an ordinance requiring, "that all repairs to the roof of any building within the said fire limits shall be with slate, tin, metal, zinc, or gravel or some other non-inflammable material." Defendant in order to stop leaks replaced a few old shingles in his roof with new shingles. Thereupon he was prosecuted for violating the ordinance. *Held,* that the substitution of a few new shingles for the old ones could not materially affect the fire risk and that the ordinance did not cover such substitution. *Town of Seneca* v. *Cochran* (1909), — S. C. —, 66 S. E. 288.

No authorities are cited in support of this construction of the statute and there seem to be few cases precisely in point, but in *State of Louisiana* v. *Moritz Schuchardt,* 42 La. Ann. 49, 7 South. 67, it was held that an act of the legislature which authorized the municipal corporation to prevent the reconstruction in wood of old buildings presupposed the previous destruction or demolition of the building and could not include within its meaning the repairing of such building, for the repairing of the building presupposes the contemporaneous existence of the building. It is a universally recognized principle that laws which encroach on the personal or property rights of the individual are to be construed strictly, and cannot be extended beyond their clear and precise import so as to reach persons, cases, or things, other than those they legally and specifically embrace. Of this character are acts passed